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REMARKS

Entry of this amendment and reconsideration of this application, as amended, is respectfully requested.

It is noted that claims 4 and 14 were not rejected over cited references, so the claims have been amended accordingly to place them in condition for allowance.

The objection to the abstract has been rendered moot by provision of a new abstract that does not contain the disclosure that was the subject of the objection.

It is respectfully submitted that the objection to the disclosure as to reference items 20 and 21 is overcome by the amendment to the specification.

The Examiner alleges that "that the disclosure at page 2, lines 23-25 that the slide pairing diameter differences be on the order of micrometers appears to contradict the ratios and absolute values set forth on page 2, lines 8-12, which suggests diameter differences on the order of millimeters or tens of millimeters". It is respectfully submitted that there is no such contradiction.

"Slide pairing" means a couple of two ball spheres articulating against each other. The "double mobility system" as it is called in page 2, line 7 of our description, contains two slide pairings: the ball head articulating against the inner calotte of the bipolar shell (called the slide pairing of the ball head) and the outer ball sphere of the bipolar shell articulating against the inner calotte of the cup insert (called the slide pairing of the bipolar shell).

The diameters of the articulating surfaces of one slide pairing differ only about several tens of micrometers to realize a slide bearing behaviors of the pairing, but the differences of the diameters of the two slide pairings – the diameter of the slide pairing of the bipolar shell minus

the diameter of the slide pairing of the ball head – should be several millimeters. Therefore, the ratio of these diameters should be between 1.05 and 5.

In view of the foregoing, the 35 U.S.C. §112, first paragraph, issues raised by the Examiner have been properly addressed.

It is respectfully submitted that the 35 U.S.C. §112, second paragraph, rejections of the claims are overcome by the amendments thereto.

Claims 1 and 11, among others, were rejected under 35 U.S.C. §102(b) for allegedly being anticipated by each of Bouvet and Mclean, but relies on Fig. 1 of Bouvet for disclosing a ratio of two, and relies on the Figures of Mclean for disclosing that the outer diameter of the inner shell is illustrated to be well over 1.05 times the ball head diameter.

It has been held, however, that when a reference does not disclose that the drawings are to scale and is silent as to dimensions, arguments based on measurement of the drawing features are of little value. Hockerson-Halberstadt, Inc. v. Avia Group Int'l, 222 F.3d 951,956, 55 USPQ2d 1487, 1491 (Fed.Cir. 2000). The Examiner has not alleged that the drawings of either reference are to scale, so the claims cannot be anticipated by the cited references and the Examiner has failed to establish anticipation in view of these references. Thus, the §102 and §103 rejections of claims must be withdrawn.

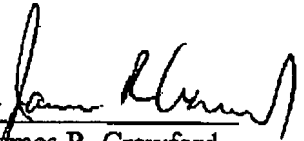
Since claims 1 and 11, the only independent claims, are not anticipated because each and every feature of the cited references is not disclosed by the cited references, none of the other claims rejected under §102(b) or §103(a) are either anticipated or obvious over the cited references, and all rejections must be withdrawn.

In view of the foregoing, allowance is respectfully requested.

If any fees are due for entry of this amendment, authorization is given to charge deposit  
account no: 50-0624.

Respectfully submitted

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